

EXHIBIT 2

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL COURT DIVISION
ACCRA AD - 2018

BETWEEN

FORTUNE GLOBAL SHIPPING
AND LOGISTICS LIMITED
*15, Fatai Irawo Street,
Ajao Estate, Lagos State,
Nigeria.*

AND

1. THE VESSEL DLB SEA HORIZON
2. THE MASTER OF THE VESSEL DLB SEA HORIZON
3. THE OWNERS OF THE VESSEL DLB SEA HORIZON
4. CONSOLIDATED SHIPPING AGENCIES [CONSHIP] [AGENTS]
*Plot Nos. 21/22 Commercial Warehouse Area
P. O. Box CT 2491,
Accra - Ghana.*
5. RANGER SUBSEA NIGERIA LTD
*D93 Landbridge Avenue
Oniru Estate, Victoria Island,
Lagos State, Nigeria.*
6. SUNTX CAPITAL
*Two Lincoln Centre Suite 1000,
5420 LBJ Freeway,
Dallas Texas 7520, USA.*
7. RANGER OFFSHORE USA INC
*10370 Richmond Avenue,
Suite 1000, Houston Texas 77042, UAS.*
8. RANGER INTERNATIONAL LTD
*10370 Richmond Avenue,
Suite 1000, Houston Texas 77042, UAS.*
9. TECHNIXS OILFIELD SUPPORT LTD
*Technixs Base Beside NBTC,
Ovwian Off Warri Aladja Expressway,
Ovwian Warri, Delta State, Nigeria.*
10. WAG SPV 1
*5420 LBJ Freeway 1000,
Dallas Texas, USA.*

SUIT NO.

CM/IRPC/0641/2018

PLAINTIFF/APPLICANT

19-9-18

12:02

~~RECEIVED~~
COMMERCIAL DIVISION OF THE
HON. JUST. ACCRA

DEFENDANT/RESPONDENTS



Page 1 of 3

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80*

IN THE MATTER OF THE ARREST AND DETENTION OF THE VESSEL DLB
SEA HORIZON WITH IMO NUMBER 8759114

IN THE MATTER OF AN APPLICATION EX-PARTE BROUGHT PURSUANT TO
ORDER 62 RULE 2 OF THE HIGH COURT [CIVIL PROCEDURE] RULES, 2004
[CI47] AND SECTIONS 442 AND 446 OF THE SHIPPING ACT, 2003 ACT 645

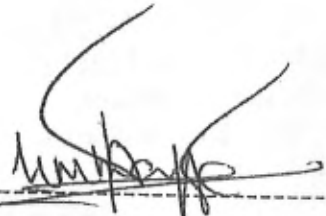
TAKE NOTICE that this Honourable Court shall be moved on 17th the
20th day of Sept, 2018 at the hour of 9 O' clock or so soon
thereafter as Counsel on behalf of the Plaintiff/Applicant may be heard for:-

1. *AN ORDER for the Arrest and Detention of the VESSEL "DLB SEA HORIZON" the 1st Defendant/Respondent herein with IMO number 8759114 and jointly owned by the 4th to 10th Defendant/Respondents and now currently lying and berthed at the Naval Base, Sekondi/Takoradi within the jurisdiction of this Honourable Court for non-payment by the 4th to 10th Defendant/Respondents to the Plaintiff/Applicant of a total sum of N355,762,702.87 [Three Hundred Fifty Five Million, Seven Hundred Sixty Two Thousand Seven Hundred Two Nigerian Naira and Eighty Seven Kobo only] and USD 1,913,621.81 [One Million, Nine Hundred Thirteen Thousand, Six Hundred Twenty One Dollars and Eighty One Cents] being for the supply goods and services in the nature provisions, pilotage, car hire, chandelling services etc etc for the operations of the 1st Defendant/Respondent which is jointly owned by the 4th to 10th Defendant/Respondents.*
2. *A CONSEQUENTIAL ORDER directed at the Commander of the Naval Base to help secure and keep in safe custody, all shipping documents in respect of the aforesaid vessel pending provision of a satisfactory security and/or final determination of all matters in controversy between the parties.*

And for such further and/or other orders as the court may deem fit to make in the circumstances.

Dated at Alliance Partners, Accra, this 19 day of September, 2018.




Dr. Kofi Mbiah
License No. **GAR 15128/18**
Plaintiff/Applicant's Solicitor

The Registrar,
High Court,
Commercial Court Division,
Accra.

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL COURT DIVISION
ACCRA AD - 2018

BETWEEN

SUIT NO.

FORTUNE GLOBAL SHIPPING
AND LOGISTICS LIMITED
*15, Fatai Irawo Street,
Ajao Estate, Lagos State,
Nigeria.*

PLAINTIFF/APPLICANT

AND

1. THE VESSEL DLB SEA HORIZON
2. THE MASTER OF THE VESSEL DLB SEA HORIZON
3. THE OWNERS OF THE VESSEL DLB SEA HORIZON
4. CONSOLIDATED SHIPPING AGENCIES [CONSHIP] [AGENTS]
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5420 LBJ Freeway,
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Ovwian Off Warri Aladja Expressway,
Ovwian Warri, Delta State, Nigeria.*
10. WAG SPV 1
*5420 LBJ Freeway 1000,
Dallas Texas, USA.*

DEFENDANT/RESPONDENTS

IN THE MATTER OF THE ARREST AND DETENTION OF THE VESSEL DLB
SEA HORIZON WITH IMO NUMBER 8759114

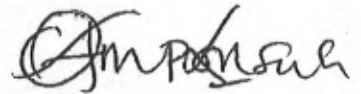
AFFIDAVIT IN SUPPORT OF APPLICATION FOR THE ARREST OF THE DLB
SEA HORIZON WITH IMO NUMBER 8759114

I Elijah Amponsah, a Litigation Clerk with Alliance Partners, located on the 2nd Floor of the Tower Block of the SSNIT Pension House, Accra do hereby make oath and say as follows:-

1. That I have the consent and authority of the Plaintiffs to swear to this affidavit on its behalf.
2. That I am familiar with the facts of this suit.
3. That the Plaintiff is a limited liability company registered under the laws of the Federal Republic of Nigeria and engaged in the business of logistics handling and freight forwarding, ship agents and chandlers with its office at 15 FATAI IRAWO STREET AJAO ESTATE, LAGOS.
4. That at various times and on various occasions the Defendant/Respondents acting as owners, ship managers and particularly as agents of the owners of DLB Sea Horizon, an oil services and pipelay barge, instructed the Plaintiff/Applicant via emails and or letters for the supply of provision, stores, necessities and to perform such services as pilotage, car hire and other technical services including the provision of sundry chandelling services. Attached herewith and marked **Exhibit EA1** are copies of Invoices and debit Notes of expenses incurred by Fortune Global Shipping and Logistics limited on the instructions of Ranger Subsea Nigeria Limited. 4th Defendant/Respondent herein totaling NGN 355,762,702.87 [Three Hundred Fifty Five Million, Seven Hundred Sixty Two Thousand Seven Hundred Two Nigerian Naira and Eighty Seven Kobo only] and USD 1,913,621.81 [One Million, Nine Hundred Thirteen Thousand, Six Hundred Twenty One and Eight One Cents].

5. That by a letter dated 22nd January, 2018 marked as **Exhibit EA2** addressed to the Managing Director Fortune Global Shipping and Logistics Limited, the Defendant/Respondent confirmed and acknowledged its indebtedness to the Plaintiff/Applicant in the sum of NGN 355,762,702.87 [Three Hundred Fifty Five Million, Seven Hundred Sixty Two Thousand Seven Hundred Two Nigerian Naira and Eighty Seven Kobo only] and USD 1,913,621.81 [One Million, Nine Hundred Thirteen Thousand, Six Hundred Twenty One and Eight One Cents].
6. That the said letter acknowledging the indebtedness to the Plaintiff/Applicant, stated that it was in respect of services performed for Ranger Subsea Nigeria Limited and intended to assure the Plaintiff/Applicant that the receivables are irrevocable and payable as committed.
7. That due to the Defendant/ Respondents failure and or default to pay for the goods and services supplied to them, the Plaintiff sent various demand notices two of which are attached herewith and marked as Exhibit **EA3** dated 19th December 2017 and 11th July 2018
8. That in terms of the practice and procedure of Admiralty, the Plaintiff/Applicant herein is entitled to arrest the vessel DLB Sea Horizon which is within the jurisdiction of this Honourable Court as security for its claim.
9. That I am aware that upon an order for the arrest and detention of the vessel, the 5th, 6th, 7th, 8th, 9th and 10th Defendants being Master, Manager and Owners and Agents respectively of the vessel DLB Sea Horizon and their assigns or representatives who reside outside the jurisdiction of this court will enter appearance or post a satisfactory First Class Guarantee or obtain a letter of undertaking from an International Group Protection and Indemnity Club or make payment into an escrow account held by London Lawyers to secure release of the vessel.
10. That this application is to ensure the posting of security in favour of the Plaintiff/Applicant.

11. That if the order for the arrest and detention is not granted the vessel will sail away and out of the jurisdiction of the honourable court and the Plaintiff/Applicant would suffer immeasurable and irreparable loss.
12. That the Plaintiff/Applicant hereby gives an undertaking as to damages in favour of the Defendant/Respondents to indemnify them for any loss/damage to be suffered if at the end it turns out that this application is frivolous incompetent and ought not to have been brought in the first place.
13. That the interests of justice would be unreservedly served if this application is granted in favour of the Plaintiff/Applicant.
14. That I swear to this affidavit in good faith.



DEPONENT

Sworn to at Accra, this 19th
day of Sept, 2018

BEFORE ME

SAMUEL KPAKPO ADDO *
COMMISSIONER FOR OATHS
NAMPROBI-ACCRA
1277780004/0248353016

PURCHASE ORDER

PO Name	PO Number
PO Date	PO Amount
PO Item	PO Description
PO Unit	PO Price

SEARCHED INDEXED
SERIALIZED FILED
MAR 1968
FBI - NEW YORK

(D) INFO/MATERIAL SUBJECT

This is the document referred
 to the Oath of Support
 and marked 1-1 sworn to
 At this 15th day of Sept 2008
 before me.

Commissioner for Oaths

\$

Website: www.fglobalshipping.com

P.O. NO. 60119-8

Bill to:

City: Victoria Island Lagos Nigeria

City: Victoria Island Lagos Nigeria

GEVAULT

1997

S/NO	Description	QTY	UNITS	UNITS COST	AMOUNT(S)
	To Cover Clearance IN/OUT (\$7,000) FGS Agency Fee (\$2,000) Local Pilot Charges (\$1,000) Fuel Supply, Bunk and Crew Costs for period 10/01 to 10/23 for Vessel Movements: No. 124,125,126,127,128,129,130,131,132,133,134,135,136,137 N/A Compulsory Pilots Cost for IN/OUT CON 53 Movements of Supply and Crew Bunk for period 09/21 to 09/23 Vessel: MV/SEA EBIL, MV ATLANTIC, MVN 1, MV SOLO		Imp	5,000.00	70,000.00
	23/9/2015 VMF5			9,900.00	9,900.00
	29/9/20 VMF5			7,343.15	7,343.15
	25/9/2015 VMF96			19,958.84	19,958.84
	21/9/2015 VMF8			2,828.05	2,828.05
	25/9/2015 VMF99			6,215.45	6,215.45
	22/9/2015 VMF90			9,288.61	9,288.61
	20/9/2015 VMF8			2,137.66	2,137.66
	24/9/2015 VMF8			1,556.11	1,556.11
	27/9/2015 VMF314			6,977.65	6,977.65
	22/9/2015 VMF116			6,194.34	6,194.34
	29/9/2015 VMF118			6,341.93	6,341.93
	20/9/2015 VMF118			7,556.25	7,556.25
	ESG 10X VMF5			8,884.16	8,884.16
				1,725.72	1,725.72
				1,400.00	1,400.00
	Amount in Words: One Hundred and Fifty Five Thousand Four Hundred and Fifty Five Pounds				155,455.00

Payment Details



NO. PG5/RANGGIL/0163
DATE: 28/06/2016
PG NO: 70481

Billings

WAVE/FLIGHT
Description
Weight
Measurement
FOR
File Date
BA/AWB NO.
OF VALUE

S/N	DESCRIPTION	UNIT	QT.	UNIT COST	AMOUNT(NGN)
1	PLATE MILD STEEL A 10' x 10' / 2' x 2' FT. x 2" THICK	EACH	1	533,250.00	533,250.00
2	PIPE CARBON STEEL SCH. 40 SIZE 2" ID, 2' EL LENGTH	EACH	2	27,000.00	54,000.00
3	COUPLING (COLLAR) STEEL A106N B16 SIZE 2" NPT, 800#, A106N B16 (FEMALE NPT BOTH ENDS)	EACH	4	13,500.00	54,000.00
4	PLUG STEEL HEX HEAD A106N B16 SP. 2" N PT	EACH	5	11,000.00	55,000.00
5	WELD GLEY SIZE 6" x 2" MNPT 1/2" SCS	EACH	2	20,250.00	40,500.00
6	BALL VALVE STEEL BODY CY 2" X 1/2" NPT, 1/2" W/ 1/2" TYPE HANDLE (FEMALE NPT BOTH ENDS)	EACH	6	40,000.00	240,000.00
7	Delivery Cost				
8	Est-10% Markup				
					97,675.00
				VAT ON MARK UP	4,885.75
					NGN 4,124,308.75

AMOUNT IN WORDS: One Million One Hundred Twenty Four thousand Three Hundred Eighty Five Thousand Seven Hundred Sixty Nine Only.

ONE GLOBAL SHIPPING AND LOGISTICS LIMITED

DATE: 10-Jun-2016

Vessel: Heracles Betty - WATT

Project: Anglo Pipeline Project

MANIFEST 06

MANIFEST OUT GOING

QTY	UNIT	DESCRIPTION	QTY	UNIT
5	PCS	ACETYLENE CUTTING TIP, BRAND VICTOR, SIZE 1-1/8, 1-1/8, 1-1/8, 1-1/8, 1-1/8	70076	
1	PCS	ACETYLENE CUTTING TIP, BRAND VICTOR, SIZE 1-1/8, 1-1/8, 1-1/8, 1-1/8, 1-1/8	70076	
3	PCS	ACETYLENE CUTTING TIP, BRAND VICTOR, SIZE 1-1/8, 1-1/8, 1-1/8, 1-1/8, 1-1/8	70076	
4	PCS	WELDING SLEEVES, SIZE 1/8"	70076	
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RECEIVED: 10/24/16

10/24/16

— Inmate
0168

EX EA 2

EX EA 2

Manager, Subsea Division
 123, Landmark Avenue
 Victoria Island, Lagos
 Lagos, Nigeria
 EC: 4195557

January 22nd, 2018

The Managing Director,
 Fortune Global Shipping
 & Logistics Limited,
 15, Fatahrawo Street,
 Alao Estate,
 Lagos,
 Nigeria.

ATT: Eric Gbani

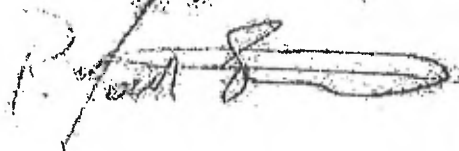
Dear Sir,

We hereby confirm and acknowledge our indebtedness to your company in the sum of NGN 355,762,702.87 (Three Hundred Fifty Five Million, Seven Hundred Sixty Two Thousand Seven Hundred Two Nigerian Naira and Eighty Seven Kobo only) and USD 1,913,621.81 (One Million, Nine Hundred Thirteen Thousand, Six Hundred Twenty One and Eighty One Cents) being debt as at January 22nd, 2018, for services performed by Ranger Sub-Sea, Nigeria Limited in respect of Shell SPDC FYIP, Chevron, ConOil and Support projects.

This letter is intended to assure FGS that subject receivable is irreducible and payable as committed.

Ranger has additional construction project in Nigeria with substantial value and look forward to working with and expect FGS continuous service support in that regard.

Yours Faithfully,



This is the document referred
 to the Oaths of E. Gbani
 and marked OG sworn at
 Accra this 15th day of Sept 2018
 before me,


 Commissioner for Oaths

IMCA



EX-FA3

EX-FA3

Fortune Global
Shipping & Logistics Ltd.

15, Fatai Irawo Street, Ajao Estate, Lagos.

t: +234 (1) 7617260,
m: +234 8149687490, +234 9080255796
e: info@fglobalshipping.com
w: www.fglobalshipping.com

OUR REF: FGSL/RAN/2018/0711.

The Managing Director,
Ranger Subsea Nigeria Limited
D93 Landbridge
Oniru Estate
Victoria Island
Lagos.

Dear Sir,

**FortuneGlobal**
TRUST TO DELIVER

JULY 11, 2018.

this is the document referred
to the Oaths of *E. Anpomal*
and marked *EX-FA3* sworn at
Accra this *19* day of *Sept* 20 *18*
before me

Commissioner for Oaths

DEMAND FOR PAYMENT OF OUTSTANDING INVOICES

We refer to our many prior correspondences via email, particularly your letter of debt confirmation dated January 22, 2018 on the above subject.

As you can see from our statements of account to you, your current outstanding position with Fortune Global Shipping & Logistics Ltd since then been as follows:

US Dollar
\$ 1,991,870.81

Nigerian Naira
NGN 385,033,218.49

All your promises including the weekly payment of \$25,000 (Twenty-Five Thousand US Dollars) on account of old debts and immediate payment for current transactions were never kept.

Consequently, we regret to inform you that your non-compliance with the terms of your promises and high default charge on the loan with SKYE bank in respect of Ranger Subsea Contracts has left us with no choice but to give you 21 days to pay up all your outstanding and indebtedness to Fortune Global Shipping & Logistics Ltd.

Should you require any clarification, the undersigned is at your disposal at any time.

Thank you for your attention, understanding and cooperation in this matter.

Yours faithfully,

For: Fortune Global Shipping & Logistics Ltd

Jude Ngwaba
JUDE NGWABA
HEAD, COMMERCIAL

Francis Okoye
FRANCIS OKOYE
RECEIVABLES MANGER

PORT HARCOURT
428 Trans Amadi Industrial Layout
Port Harcourt Rivers State
Tel: +234(0)84667345

WARRI
Suites 384 Ngsky Plaza
Shell Maa Gafe, Ogunu
Warri, Delta State
Tel: +234(0)8100814489

USA
Fortune Global Shipping & Logistics (USA) Inc.
Suite 382, 16800 Imperial
Valley Drive, Houston,
Tx 77056, USA
Tel: +1 281-847-3475

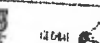
WORLD
FREIGHT NETWORK



WCA



conqueror
FREIGHT LOGISTICS



RC: 662247

EX-FA3

Adeniran Ogunsanya Branch
81, Adeniran Ogunsanya Street,
Surulere, Lagos State, Nigeria.
Tel: 08029075149
e-mail: info@skyebankng.com
www.skyebankng.com



December 19th, 2017

The Managing Director
Ranger Offshore
D93 Landbridge Avenue
Oniru Estates, V.I.
Lagos, Nigeria

Attention: Ken Herbert/Bllam Lan

Dear Sir,

OUTSTANDING INDEBTEDNESS OF FORTUNE GLOBAL SHIPPING TO SKYE BANK

We are constrained to write to you on the above subject after repeated appeals, demands and efforts have been made on the settlement of FGSL's indebtedness to Skye Bank without success.

You will recall that the relationship between FGSL and Skye Bank was predicated on the Receivables of Rangers Subsea, as the main counterparty in the Invoice Discounting Facility (IDF) granted to FGSL.

We therefore wish to bring to your notice the long outstanding balance due from FGSL which have now been attributed to the inability of Ranger Subsea to meet up their obligations to FGSL. This outstanding balance is currently in excess of \$900,000.

Also, recall that we have severally in the past emphasized the need for you to ensure your obligations with FGSL are effectively discharged to enable liquidation of FGSL's obligations to the bank. This led to several meetings between Mr. Ken, Chris Guinta and Skye Bank management all to no avail. This was also responsible for the several letters by you to us, some of which were signed by Chris Guinta, expressing your willingness to make payment on your due balances to FGSL.

Suffice to say that despite these letters, not much traction has been recorded in this account, largely due to your continued default in meeting your obligations to FGSL. Consequently, we are both motivated and compelled to making this subtle demand for you to find an urgent way to discharge your obligations to FGSL for on-payment to Skye Bank. The Central Bank of Nigeria, has recently hinted of a risk based review of Banks' loans portfolio, which shall necessitate that additional allowances are made for impairment on the book values of the banks' receivables. We are certain that FGSL's indebtedness will qualify for additional provision and this will further affect the capital adequacy of the bank if no positive and urgent actions are taken in this regard.

In order to avert the consequences of any CBN intervention on this indebtedness, it is our opinion that you treat this indebtedness as top urgent and accord it a priority attention.

Directors:

Muhammad K. Ahmad, OON (Chairman), Adetokunbo M. Abiru (GMD/CEO), Innocent C. Ike (ED), Abdullahi S. Mohammed (ED), Austin Jo-Madugu, Olu Odugbemi, Abdullahi Maikano Umar, Bata G. Wakawa (Non-Executive Directors)

Justification

- The continued outstanding of this indebtedness may lead to its classification by the CBN. Where this happens, Ranger may be blacklisted with the consequent placing a vendor restriction on the company.
- The invoices under the IDF arrangement with FGSL, were duly acknowledged and confirmed from your local office in Nigeria, and signed by your Felix.
- We further confirm that if the outstanding is not settled within 14 days from now, it will warrant that in addition to the current listing of FGSL in the Credit Bureau, FGSL and Ranger shall be recommended to the CBN for stiffer sanctions which will fundamentally impact negatively on the credit worthiness of Ranger Subsea as a counterparty for and loan transactions in Nigeria.

In view of the above, we call on you to make good your earlier promises on your willingness to settle your indebtedness to FGSL as further delay may no more be palatable.

Yours faithfully,
For Skye Bank Plc


LANRE AJIBOYE
RELATIONSHIP OFFICER


MICHAEL ITEYE
BUSINESS DEVELOPMENT MANAGER